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PART IV-REPRESENTATIONS AND INSTRUCTIONS
SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L-1 FAR 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the CO's discretion, result in the Offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a CO as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages:

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror.

Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

- (2) The first page of the proposal must show:
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
 - (i) Offerors are responsible for submitting proposals, and any modifications, revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii) a) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the CO determines that accepting the late offer would not unduly delay the acquisition; and:
 - 1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for

receipt of proposals; or

- 2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - 3) It is the only proposal received.
- b) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at FAR 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the CO.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the CO.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall:
 - (1) Mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]”; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”
- (f) Contract award.
 - (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in proposals received.

- (4) The Government intends to evaluate proposals and award a contract without discussions with Offerors [except clarifications as described in FAR 15.306(a)]. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the CO later determines them to be necessary. If the CO determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the CO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the CO determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer;
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the

debriefed Offeror;

- (iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection;
- (iv) A summary of the rationale for award;
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror; and
- (vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L-2 PROPOSAL PREPARATION INSTRUCTIONS--GENERAL

- (a) Offerors are expected to be sufficiently knowledgeable of the missions and administrative procedures of the Savannah River Site to adequately prepare their offers and other proposal information to be submitted under this solicitation. Information relating to operational, strategic plans and technical programs is available in various documents, many of which can be accessed on the Internet at <http://professionals.pr.doe.gov/srs/>.
- (b) The term "Offeror" as used in this Section L refers to the single legal entity submitting the offer. The work performed by the Offeror shall be conducted by a corporate entity separate from its parent organization(s) that will be totally responsible for all contract activities (see Section H provisions entitled "Separate Corporate Entity" and "Performance Guarantee"). The entity may be a corporation, a limited liability corporation, or other legal entity and may be pre-existing or newly formed for this contract. The separate corporate entity must be incorporated or otherwise legally established on or before the date of proposal submission.
- (c) As used in this solicitation, the term "team member" is used to generically identify any other entity identified in the Offeror's proposal as being responsible for performance of any of the work required by the contemplated contract and is a member of a teaming arrangement (see FAR 9.601) formed by the Offeror.
- (d) The Offeror must include full, accurate, and complete information on each of its team members.
- (e) This solicitation requires Offerors to submit written information and to provide an oral presentation.
- (f) No classified information shall be included in this solicitation, the Offeror's written information or the Offeror's oral presentation.

- (g) Solicitation Questions/Comments. Questions or comments regarding this solicitation shall be submitted using the DOE Industry Interactive Procurement System (IIPS) Website (<http://e-center.doe.gov>) electronic communication feature. Submission of Solicitation Questions/Comments by other means is not authorized.
- (h) Submission of proposals shall be by hard copy. Proposals shall be structured in three separate volumes as follows:
 - (1) Volume I – The Offer
 - (2) Volume II – Management and Business Information
 - (3) Volume III – Cost Information
 - (4) The Volumes I, II and III shall comply with the following specifications:
 - (i) a) Volumes I, II and III text shall be prepared using Microsoft (MS) Word using a minimum 12 font size and Times New Roman font style, with the exception of graphics, tables, and previously generated materials (e.g., annual reports). With respect to the Volume III cost proposal, all spreadsheets and exhibits, including those submitted by team members and other subcontractors, shall be submitted in MS Excel format with formulas and calculations intact. The proposal must be in compliance with FAR Part 15. Multiple files may be submitted for each Volume; however, each file must clearly identify the Volume number and the sequence to which it relates. Reference(s) to another part or section within the same Volume of the proposal may be appropriate in order to avoid duplication of detailed information. Page layout shall not utilize newsletter-style or other column style formatting. All requested cost proposal and pricing information shall be addressed only in Volume III, Cost Information, unless otherwise specified.
 - b) Include the Offeror's point of contact (name and telephone number) that can assist the CO with technical questions/problems, if any, associated with the electronic files.
 - c) Proposals must be clearly and concisely written, indexed (a cross-reference matrix shall be included which correlates the proposal page and paragraph number to Sections C, L, and M), and logically assembled. All pages of each volume shall be appropriately numbered, identified with the name of the Offeror, the date, the solicitation number, and the legend at FAR 52.215-1 paragraph (e), "Restriction on Disclosure and Use of Data," as appropriate, on

each page. This is the only information that can be displayed within the one-inch top, bottom, and side margins.

- d) Subcontractor and/or team member submissions of proprietary information may provide a password protected document (file) to the prime Offeror and share the password with the CO. The subcontractor and/or team member proposal must adhere to the proposal due date/time and other solicitation requirements.
- (ii) Offers submitted by facsimile methods will not be accepted.
- (iii) The proposal shall be submitted as follows:
 - a) Volume I – The Offer – Three (3) Signed, five (5) copies, and five (5) CD-ROMs.
 - b) Volume II – Management and Business Information – One (1) Original, fifteen (15) copies, and five (5) CD-ROMs.
 - c) Volume III – Cost Information – One (1) Original, seven (7) copies, and five (5) CD-ROMs.
- (i) Page and Size Limitations for Volumes.

The Transmittal Letter shall be limited to one (1) page and is not considered as part of Volumes I, II, or III. There is no page limitation for the Offer (Volume I) or the Cost Information (Volume III). The Management and Business Information (Volume II) shall not exceed 200 pages. An Executive Summary or Overview of Volume II may be provided in Volume II and shall be included in the 200 page limitation. The following are excluded from the overall page count limitation:

- Resumes and letters of commitment for key personnel;
- Past Performance Information Forms, including performance assessments and the list of contracts, if any, shall be packaged in a separate binder(s) and appended to the Volume II submission;
- Volume II associated Table of Contents, list of Figures/Glossary of Acronyms, dividers, tabs or similar inserts that do not provide any substantive information; and
- Cross Reference Matrix.

Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.

- (j) Page Formatting and Restrictions. The following page formatting and restrictions shall apply:

- (1) Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom, and each side. Pages shall be numerically numbered sequentially by volume (e.g. Volume I – 1, Volume I – 2, Volume I – 3). For the Volume II Table of Contents and list of Figures/Glossary of Acronyms, the page(s) shall use the following number style: Volume II - i, Volume II - ii, Volume II - iii, etc. Print type used in the text portions of the proposal shall be no smaller than size 12 and use the Times New Roman font style. Print type used in graphs, figures, charts, and tables may be smaller than size 12, but must be clearly legible. To facilitate the Source Evaluation Board's (SEB's) search for key words during proposal evaluation, Offerors should format tables, diagrams, charts and/or other graphic illustrations so that the Microsoft Word "Find" function can be used. Inserts that are predominantly artistic illustrations or pictures and do not contain a significant amount of narrative, are excluded from this request. When both sides of a sheet display printed material, they will be counted as two (2) pages.
- (2) Foldouts of charts, tables, diagrams, or drawings shall not exceed 11 x 17 inches, if used. Foldout pages shall fold entirely within the volume and each side (front or back) of a foldout is considered two (2) pages for purposes of determining the number of pages. When both sides (front and back) of a foldout display contain printed material, they will be counted as four (4) pages. Page margins for the foldouts shall be a minimum of one inch at the top, bottom, and each side. Foldouts may only be used for large tables, charts, graphs, diagrams, and other schematics, and not for pages of text.
- (3) Information in Volume II will only be read and evaluated to the limitation of 200 pages. Page counting will begin with the first page and continue up to the page limitation. Pages exceeding the page count will not be read or evaluated.

L-3 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I, THE OFFER

Volume I, The Offer, consists of the offer to enter into a contract to perform the desired work and includes the items identified in the following paragraphs in the order listed.

- (a) The Offeror shall provide the administrative information, as required by the Section L provision FAR 52.215-1, paragraph (c) (2), as the first page of Volume I.
- (b) The Offeror shall submit a fully completed and executed Standard Form (SF) 33. Section A of this solicitation contains an SF 33 for the contract to be awarded under this solicitation. Offerors must submit three original signed copies of the SF 33 documents, which are fully compliant with the requirements of this solicitation provision.

- (1) The person signing the SF 33s must have the authority to commit the Offeror to all of the provisions of the resulting contract (See Section L provision entitled “Content of Resulting Contract”), fully recognizing that the Government intends to make an award without discussions. Whenever the words “Solicitation No. DE-RP09-06SR22470,” “Request For Proposal No. DE-RP09-06SR22470,” or “RFP No. DE-RP09-06SR22470” appear in the contract resulting from this solicitation, they shall be deemed to read “Contract No. DE-AC09-06SR22470” in the signed contract for management and operation of the Savannah River Site.
 - (2) In Block 14 of all SF 33s, the Offeror must acknowledge receipt of all amendments to this solicitation as required by the Section L provision FAR 52.215-1 “Instructions to Offerors – Competitive Acquisition.”
 - (3) By signing and submitting the SF 33, the Offeror commits to accept the resulting contract (See Section L provision entitled “Content of Resulting Contract”) as written and to comply with the other provisions of the solicitation. Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation for inclusion in the resulting contract may make the offer unacceptable for award without discussions.
- (c) The Offeror shall submit fully completed Section K, Representations, Certifications, and Other Statements of Offerors. The Offeror’s parent organization(s) or all member organizations if the offeror is a joint venture, limited liability company, or other similar entity must separately complete, sign, and submit the Section K, Representations, Certifications, and Other Statements of Offerors.
- (d) The Contract provision in Section H entitled “Performance Guarantee” requires the Offeror’s parent organization(s) or all member organizations if the offeror is a joint venture, limited liability company, or other similar entity, to guarantee performance of the contract. The Offeror shall submit a fully completed and executed Performance Guarantee Agreement (see the provision in Section L entitled, DEAR 970.5209-1 “Requirement for Guarantee of Performance”). Section L, Attachment A “Performance Guarantee Agreement” contains the minimum acceptable Performance Guarantee Agreement conditions acceptable to DOE. This Agreement will become part of the resulting Contract as an Appendix to the Contract’s Section J. The Offeror shall submit the last three annual reports for the parent organization providing the Performance Guarantee Agreement.
- (e) Small Business Subcontracting Plan. In accordance with Section I Clause entitled FAR 52.219-9, “Small Business Subcontracting Plan,” an acceptable Small Business Subcontracting Plan is required to be submitted as part of Volume I for Government Fiscal Year (FY) 2008 (October 1, 2007 through September 30, 2008). Section L, Attachment B, “Small Business Subcontracting Plan Model” provides a Subcontracting Plan outline and instructions for preparing the Subcontracting Plan.

This Plan will become a part of the contract as Section J, Attachment C. Annual plans for future fiscal years shall be incorporated into the Contract by a separate supplemental agreement contract modification.

The Offeror, in developing its proposed plan, shall establish specific goals for each small business category as follows:

- small businesses (includes small business, HUBZone small business, small disadvantaged, woman-owned small business; veteran-owned small business; and service disabled veteran-owned small business);
- small disadvantaged business; and
- woman-owned small business.
- HUBZone small business;
- service disabled veteran-owned small business;

The Offeror's plan shall address the eleven elements identified in FAR 52.219-9(d). The Offeror shall establish goals that afford small businesses with the maximum practicable opportunity to participate in contract performance consistent with efficient performance.

For information purposes, the Small Business Subcontracting Plan goals and achievements of the incumbent contractor are available for review on the internet at <http://professionals.pr.doe.gov/srs/>. DOE has established the following subcontracting goals for FY07:

Small Business (SB)	40.0 percent
Small Disadvantaged Business (SDB)	8.0 percent
Women-Owned Small Business (WOSB)	6.0 percent
HUBZone Small Business	1.5 percent
Service-Disabled Veteran-Owned	1.0 percent

Each Offeror is strongly encouraged to consider this information in establishing goals under its proposed Small Business Subcontracting Plan.

- (f) Offerors are cautioned that they must complete certain sections of the uniform contract since negotiations are not anticipated. These are additional Clauses and Appendices which must be completed by Offerors and included as part of Volume I are as follows:

(1) Section B, Fixed Fee and Total Available Fee

The Offeror shall propose fee under Sections B-2.2 and B-2.3, as follows:

- (i) Fixed fee for the six-month period January 1, 2008 – June 30, 2008 [B-2.2]. The proposed fixed fee shall not exceed \$7,650,609.

- (ii) Total available fee for the six-month period July 1, 2008 – December 31, 2008 [B-2.3(a)]. The proposed total available fee shall not exceed \$25,177,390. The estimated budget is \$395,700,000 and the estimated fee base is \$359,677,000.
- (iii) Total available fee for each annual period of the base contract (CY2009-CY2012) [B-2.3(a)]. The proposed fee for each annual period shall not exceed \$50,354,780. The estimated budget is \$791,400,000 per year and the estimated fee base is \$719,354,000 per year.
- (iv) Total available fee for each annual option period (CY2013-CY2017) [B-2.3(a)]. The proposed fee for each annual option period shall not exceed \$50,354,780. The estimated budget is \$791,400,000 per year and the estimated fee base is \$719,354,000 per year.

(2) Section H

- (i) H-35 Recognition of Performing Entity
- (ii) H-38 Responsible Corporate Official

(3) Section I

- (i) FAR 52.227-23 Rights to Proposal Data
- (ii) DEAR 952.215-70 Key Personnel

(g) Exceptions and Deviations taken to the RFP and the Draft Contract

Identify and explain any exceptions/deviations, or conditional assumptions taken with respect to the requirements of the Draft Contract. Any exceptions taken must contain sufficient amplification and justification to permit evaluation. The benefit, if any, to the Government shall be explained for each exception/deviation taken. The Offeror's attention is directed to paragraph (c) in Section M-1 related to award without discussions and the taking of exceptions.

L-4 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II, MANAGEMENT AND BUSINESS INFORMATION

The Offeror shall provide the following information for the Management and Business portion of the proposal.

(a) Key Personnel

- (1) Written: Key Personnel must include the chief executive and the SRNL director. The Offeror shall propose additional Key Personnel it considers to be essential to the successful accomplishment of the work being performed under the contract. The number and exact function of Key Personnel will be a function of the organizational structure proposed by the Offeror.

Describe the responsibilities for all key personnel including the management and administration of functions or activities critical to the Offeror's proposed approach. The proposed chief executive shall have experience that demonstrates the ability to successfully lead and manage an organization that includes multiple nuclear and non-nuclear operations and business functions.

The Offeror shall also propose a laboratory director with a PhD in science or engineering, who possesses national and international stature and experience as a leader in successfully managing a multidisciplinary nuclear research and development organization.

Identify and provide resumes using the format below for the key personnel essential for the management of SRS scope of work in this RFP. These personnel are subject to the clause in Section I entitled, DEAR 952.215-70 "Key Personnel." By submission of resume, the Key Person and Offeror authorize DOE to contact any references and previous employers to verify accuracy. The Offeror shall submit a signed and dated Letter of Commitment to accept employment on the contract at an agreed-upon salary and benefits package, relocate to the local area, and remain at SRS for at least two years for each proposed key person. Failure to submit the foregoing required Letter of Commitment may result in an adverse impact on the technical evaluation of Offeror's proposal.

KEY PERSONNEL RESUME ELEMENTS

1.	Name of Offeror:
2.	Name of Key Person:
3.	Proposed Position:
4.	Name of Company/Partner Key Person will work for:
5.	Duties and Responsibilities in Proposed Position tied to the elements of the SOW identified in the RFP:
6.	<p>Chronological Work History: Start with current position and work backwards.</p> <p>A. Name and Address of Firm:</p> <p>B. Position(s) Held:</p> <p>C. Dates of Employment:</p> <p>D. Summary of Responsibilities, Accomplishments, and Results: Provide a concise description of major duties and responsibilities for each job relevant to the proposed position. Include specific examples demonstrating the ability to develop and implement innovative approaches and adopt practices that foster continuous improvement, challenge the status-quo and existing paradigms in formulating and implementing safe, high quality, timely and cost-effective programs. List the type and number of personnel supervised.</p> <p>E. Name, Title, Phone Number, and Email of Supervisor:</p>
7.	Education: List degree(s); discipline(s); year(s); and institution(s).
8.	Citizenship:
9.	Level of Current Security Clearance (if any):
10.	Professional Affiliations/Registrations:
11.	Publications, Awards, Honors, and Professional Recognition:
12.	Explanation of why the individual's education, experience, leadership, and demonstrated performance have prepared him/her for the proposed position.
13.	References: Name, title, address, telephone number, email. The proposed key personnel should list three references.
Signature of Key Person:	
By submission of this information, the Key Person and Offeror authorize DOE to contact references and previous employers provided to verify accuracy. DOE may consider the information received in evaluation of the Offeror's proposed key personnel.	

Offerors must list all of the names and titles of the proposed key personnel, specified herein, in the Contract's Section J Appendix entitled "Key Personnel." Commitment letters and resume data provided in accordance with this format are (1) to be included as a separate Appendix to Volume II and (2) are excluded from the Volume II page count limitation. Each resume shall be limited to 10 pages, with the exception of the chief executive and the SRNL director which each shall be limited to 15 pages.

- (2) Oral: The SEB will conduct an oral presentation session with all proposed Key Personnel for each Offeror. Attendance is limited to key personnel only. Each proposed key person shall be physically present and actively participate during the oral presentation. During the session, the SEB will provide three managerial problems and the responsible Key Personnel shall respond to these

problems during the oral presentation. The SEB will evaluate the oral presentation information against the criteria specified in Section M. The oral presentation will not constitute a part of the offer in Volume I, and it is not the Government's intent to incorporate any portion of the oral presentation into the Contract resulting from this solicitation. The oral presentation will not constitute "discussions" as defined in FAR 15.306(d), nor will it obligate the Government to conduct discussions, to solicit offer revisions, or to solicit final proposal revisions. Oral presentations are intended to measure the ability of the Offeror's Key Personnel to respond to problems at the time of the presentation. Evaluated weaknesses in responses are not correctable once the presentation concludes. Therefore, if discussions are held regarding proposals, the Government will not discuss any evaluated weaknesses or deficiencies from oral presentations in those discussions.

DOE will schedule the oral presentations based on a drawing of lots and will notify each Offeror within five working days after the proposal submission date of the date, time, location, and other instructions related to its oral presentation. The oral presentation will commence within approximately twenty to thirty working days thereafter. DOE reserves the right to conduct the oral presentations prior to the above timeline or reschedule an Offeror's presentation. DOE will not consider a request from an Offeror to reschedule its presentation, except under extenuating circumstances, e.g., personal sickness or emergency. The schedule for each Offeror's oral presentation is as shown below. Time limits will be strictly enforced by DOE.

ORAL PRESENTATION SCHEDULE		
Time Allocation		Activity
08:00 am	08:30 am	Presentation room available to Offeror
08:30 am	08:45 am	DOE Introductions and Instructions
08:45 am	09:15 am	Opening remarks by Offeror's proposed Chief Executive and introduction of Key Personnel
09:15 am	10:30 am	Written Problem #1 provided to Offeror and Offeror prepares response
10:30 am	11:00 am	Offeror provides oral response to Problem #1
11:00 am	12:00 Noon	Lunch
12:00 Noon	1:15 pm	Written Problem #2 provided to Offeror and Offeror prepares response
1:15 pm	1:45 pm	Offeror provides oral response to Problem #2
1:45 pm	2:00 pm	Break
2:00 pm	3:15 pm	Written Problem #3 provided to Offeror and Offeror prepares response
3:15 pm	3:45 pm	Offeror provides oral response to Problem #3
3:45 pm	4:00 pm	DOE Closing Remarks

The Offeror may only use DOE provided notepads, flipcharts and markers during the Offeror's preparation of response to problem statement and Offeror's presentation of response to DOE. DOE will retain all Offeror flipcharts for evaluation.

The Offeror may not bring any electronic equipment to include but not limited to computers/laptops, cell phones, PDAs, cameras, video or audio recording equipment into the oral presentation. In addition, the Offeror may not bring any presentation or reference material including their written proposal. DOE will videotape each Offeror's presentation, including problem preparation time. The SEB also reserves the right to observe the Offeror's problem response preparation process. A copy of the videotape will be available to the Offeror, upon request, after contract award.

(b) Organizational Structure and Management Approach

The Offeror shall propose an organizational structure, with supporting narrative, to manage the work described in Section C, which includes the structure of the management organization, lines of authority, and roles and responsibilities. All major functional areas which the Offeror considers essential for the management and operation of SRS shall be reflected in the organizational structure. Describe the rationale for the proposed organizational structure, the proposed lines of authority and responsibility, and the methods of interface with the DOE-SR and National Nuclear Security Administration-Savannah River Site (NNSA-SRS) offices. The Offeror shall describe how its proposed structure supports their overall management approach to safely and effectively execute the general scope of work (Section C-1.2) and meet the general performance expectations (Section C-1.3). The Offeror shall describe its approach to the implementation of DOE Order 226.1, Implementation of DOE Oversight Policy. The Offeror shall also describe its approach for ensuring the workforce maintains the appropriate mix of critical skills and qualifications necessary to safely accomplish the workscope over the life of the contract.

If a joint venture or teaming arrangement will be used, the proposal shall address how the individual companies will function as a seamless single business unit. The Offeror shall identify each proposed team member, the contractual/business relationship between the Offeror and each team member and the technical function/business area, or portion thereof to be performed by each team member.

The Offeror shall describe its strategy and approach to involving small businesses, particularly small disadvantaged businesses, in meaningful Contract performance, including the extent, variety, and complexity of the work to be performed. The Offeror shall provide the following for each such small business: (a) a description of the proposed contractual relationship; (b) a description of the type of work; and (c) the term and estimated dollar amount of the work.

(c) Technical Management Approach**(1) EM Closure Activities**

The Offeror's proposal shall describe its overall technical management approach to ensure that EM Closure Activities as described in Section C-3.1 are conducted in a manner that is safe, secure, fiscally responsible, environmentally sound and fully comply with all applicable laws, regulations, DOE directives, and terms and conditions of the contract. Within the overall approach, the Offeror shall describe a specific innovative technical management approach for two of the SRS EM Closure Activities that will foster continuous improvement and challenge the status-quo in formulating and implementing a safe, high quality, timely and cost-effective program. As part of this description, the Offeror shall describe the strategy for implementation of each innovative approach, the feasibility of the approach, and the resultant benefits to the EM Closure Activities as they relate to the accomplishment of the workscope. The Offeror shall also describe lessons-learned from past successes and failures, and how these lessons-learned will be applied and implemented in the proposed overall technical management approach.

(2) Savannah River National Laboratory

It is DOE's expectation that the Contractor make substantive progress towards establishing the SRNL as a pre-eminent national laboratory, to enhance its core competencies, and increase collaborative partnerships. It is DOE's intent that the laboratory be operated as a defined work activity within the M&O contract structure so that it will be positioned to be responsive to future DOE requirements.

Describe the overall technical approach for SRNL operations, including how the Offeror proposes to ensure that laboratory operations and R&D are conducted safely and in a disciplined manner. Describe the Offeror's planned approach to expand the research and development (R&D) portfolio, expertise, and core competencies and develop the SRNL into a multi-program National Laboratory with world-class nuclear and non-nuclear capabilities while ensuring it remains poised to address the emerging science and technology needs of the SRS. The Offeror should also describe its approach to position SRNL for transition into a distinct business unit. The Offeror should specifically address how it plans to foster an atmosphere of scientific inquiry and build international, industrial and academic collaborations. As part of the proposed approach, specifically identify any management innovations or best in class practices that it plans to employ.

(3) NNSA Activities

The Offeror shall describe its planned approach to operate the Tritium facilities and to establish NNSA Tritium Operations as a defined, severable work activity within the M&O contract structure, to include real estate (identified in the NNSA SRSO FY2007 Limited Ten Year Site Plan), personnel resources necessary to conduct operations and required maintenance, and identified support to be obtained from other activities within the M&O contract or from other contractors.

The Offeror shall briefly describe its overall planned approach to support current and future NNSA Nuclear Nonproliferation Program activities at SRS, including methods of interface with NNSA contractors.

The Offeror shall briefly describe its overall planned approach to support current and future Radiological Assistance Program (RAP) activities.

(4) Landlord Services and Site Support (excluding ES&H)

The Offeror shall describe its proposed plan for how it will interface with other site contractors and tenant site entities both as it performs its own work and as it provides landlord services to others in accordance with Section C-4 of the Statement of Work. Using the SRS M&O Services and Interfaces Guide (located on the SR Acquisition web site at <http://professionals.pr.doe.gov/srs/>), the Offeror shall describe how it plans to manage those interfaces, the methods of planning for the provision of landlord services to others, and the methods for preventing and resolving conflicts between the Offeror and other site entities. Further, the Offeror's description of interfaces with others should not address the integration of ES&H with other Site contractors which is addressed under ES&H [L-4(d)].

(d) ES&H

The Offeror shall describe its approach for improving or modifying the existing Integrated Safety Management System (ISMS) and ensuring consistent implementation across SRS, as well as flowdown of requirements to sub-tier contractors and its approach to oversight of subcontractor safety performance. The Offeror shall describe how management will be held accountable for ES&H performance and its approach to achieving ES&H excellence.

The Offeror shall describe its plan to manage the Safety Analysis work in accordance with the requirements of 10 CFR 830 and to ensure that site program implementation continues without interruption, including any additional support necessary to implement this program as part of the DOE approved ISMS. The employees currently performing this work are not part of the incumbent workforce

that will be assumed by the selected Offeror. Therefore, the Offeror shall describe how it intends to provide technically qualified staffing for this function.

(e) Past Performance

The Offeror shall submit information on past performance requested herein and shall include those contracts provided under the relevant experience criteria. "Offeror" includes, in the case of a contractor "teaming arrangement" (a prime/subcontractor relationship, joint venture, LLC, or any other type of teaming arrangement) the members of the Offeror's team and the parent organization(s) that has signed the "Performance Guarantee Agreement" required in the Section L Attachment A entitled "Performance Guarantee Agreement." If the Offeror has no past performance in the corporate entity's name, the Offeror shall submit past performance information relating to its teaming partners, the parent organizations of the Offeror, parent organizations of any teaming partners that are newly formed entities.

- (1) The Offeror shall submit a completed Past Performance Information Form (PPIF), Section L Attachment D, Part 1, for at least three (3) separate contracts for each teaming member (\$50 Million value or more per contract) in the last five years where the work is/was similar in size, scope, complexity, risk, and relevant to the statement of work. If a team member is a small business concern and/or has no contract over \$50 million value, then submit its most relevant contracts that are similar in nature and complexity to the scope of work that is to be performed by the small business team member. For each of the contracts, the Offeror shall describe in the PPIF why work is relevant (similar in nature and complexity) to the scope of work that is to be performed by the team member under the Contract Statement of Work. Contracts listed may include federal, state, and local Government and commercial customers. The Offeror shall provide copies of any award fee determinations with each of the PPIFs, contractor past performance reports, or other documentation that reflects the formal performance assessments of the Offeror by its customer.

The Offeror shall submit a completed Socio-Economic PPIF, Section L, Attachment D, Part 2, for each of the large businesses identified as a component of the Offeror.

Offerors are encouraged, but not required, to submit advance copies of the completed PPIFs fourteen (14) calendar days prior to the date for receipt of proposals.

- (2) The Offeror shall provide the Past Performance Questionnaire (see Section L Attachment D, Part 3) and Past Performance Cover Letter (see Section L Attachment D, Part 4), to either the technical or contracting point of contact on the references ("Past Performance Information Form" Blocks 9a and 9b)

used for past performance. The Offeror shall provide the government a list of companies and points of contact to which questionnaires were sent. These reference points of contact shall return the completed Past Performance Questionnaires directly to the SEB addressed as noted below or by facsimile at (803) 725-1206. The following statement should appear on the outside of the envelope.

NOTICE: TO BE OPENED BY ADDRESSEE ONLY.
CONTAINS SOURCE SELECTION INFORMATION
UNDER SOLICITATION NO. DE-RP09-06SR22470

U.S. Department of Energy
Source Evaluation Board
ATTN: Angela Sistrunk-Morton
P.O. Box 339
New Ellenton, SC 29809

- (3) The Past Performance Questionnaire must be submitted directly from the reference to DOE. This information should be submitted fourteen (14) calendar days prior to the date for receipt of proposals. Receipt of the questionnaires by DOE is not subject to the provisions of Section L entitled "Instructions to Offerors—Competitive Acquisition" related to late proposals. The Offeror shall be responsible for following up with reference points of contact and for ensuring that the Past Performance questionnaire for each reference is completed and returned to the CO in a timely manner. However, at the CO's discretion, the Government may choose to consider questionnaires that arrive subsequent to that time if such consideration does not unduly delay the evaluation.
- (4) In addition to the three contract references to be provided in accordance with Paragraph L-4(e)(1) above, the Offeror is to provide, for each team member, a list of all contracts terminated for any reason (partially or completely) within the five years preceding December 31, 2006, including dollar amount of contract, party contracted with, brief description of the work, reason for termination, and name and telephone number of the contracting official for the contract. If no contract was terminated, for any member of the Offeror's team, a statement to that effect is required.

(f) Relevant Experience

Relevant experience reflects whether the Offeror has performed similar work before. Describe the Offeror's relevant experience in performing work within the last five years that is related to each of the mission areas identified in Section C-3 of this RFP. Describe the Offeror's relevant experience in safe nuclear and non-nuclear operations and business management. This information is to be provided for each

member of the Offeror's team proposed to perform the work within Section C-3. The experience needs to relate to the specific area of the scope of work that the team member is proposed to perform or manage. The Government may contact references (whether or not identified in proposal) to validate experience information.

The identified experience need not be directly associated with DOE programs and facilities. Operational, engineering, research and development, facilities and business experience that from a technical perspective is reasonably similar to the types of work identified in the SOW is acceptable. Provide specific examples of experience where possible. If no related experience for a specific business area exists, then the Offeror shall explain the basis of its ability to perform the work.

L-5 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III, COST INFORMATION

- (a) The Offeror shall provide the following written information for the evaluation of Volume III, Cost Information, as identified below. Given the nature of DOE's budget-based management and operating contracts, Offerors will not be required to provide, nor will the Government determine, an overall estimated total Contract value for evaluation.
- (b) Offerors shall provide a separately priced cost proposal that consists of two parts:
 - (1) The Offeror's Key Personnel costs [those personnel identified in Section L-4, paragraph (a)] for January 1, 2008, through December 31, 2009;
 - (2) The Offeror's proposed fixed and maximum available fees for the Base and Option periods (January 1, 2008, through December 31, 2017).
- (c) With regards to Key Personnel costs, the Offeror shall provide narrative support sufficient to explain the development of the costs proposed. The narrative should describe the Offeror's supporting rationale, the estimating methodologies used, and the basis of the data provided in support of the proposed costs. Offers should be sufficiently detailed to demonstrate their reasonableness and realism. Offerors are permitted to use their own format provided the cost proposal adequately addresses each proposed cost element and the level of cost detail provided per these instructions.
- (d) If a teaming arrangement is proposed, the Offeror must provide a cost summary of the total that clearly identifies by cost element, the portion of the cost proposal that pertains to each participant including subcontractors. In addition, each participant and each subcontractor must provide separate proposal cover sheets, exhibits, summary schedules and supporting cost information in the same format and level of detail as required of Offerors under these cost instructions. Additionally, a copy of the legal document to support the teaming agreement should be provided with the

cost proposal (if a teaming agreement is being proposed).

(e) Complete, as the first page of the cost proposal, a proposal cover sheet that includes the following information:

- (1) Company name, division, address, telephone number, and e-mail address.
- (2) Name, telephone number, and e-mail address of a primary point of contact and name, title and signature of an authorized representative.
- (3) The government solicitation number.
- (4) The date of submission.
- (5) Name, address, and phone number of the government audit office and contract administrative office, if available.
- (6) Proposed cost of each of the items listed in paragraph L-5(b) above.
- (7) A statement that the cost proposal has been prepared in accordance with applicable FAR and DEAR regulations, the Offeror's established estimating and accounting policies, and the requirements of this solicitation. List or reference each exception, if any, and provide complete rationale.
- (8) A statement granting the CO, or his/her representative, the right to examine the Offeror's books and records, at any time prior to contract award, which formed the basis for the cost proposal.
- (9) A statement identifying whether the Offeror's organization is subject to the Cost Accounting Standards (CAS) and the current status of the Offeror's Disclosure Statement. State whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS and, if yes, provide an explanation. State whether any aspect of this cost proposal is inconsistent with your disclosed accounting practices or applicable CAS and, if so, provide an explanation.

(f) Cost and fee

(1) Key Personnel Costs

For the first two years of contract performance beginning after completion of the Transition period, provide a detailed schedule showing the total annual compensation proposed to be reimbursed under this contract for each proposed Key Personnel identified in Section L-4(a). For each Key Personnel, separately identify the employee's proposed annual base salary, all elements of allocable fringe benefits, incentive pay, bonus, and all other forms of compensation (direct or indirect) as defined under FAR 31.205-6(p). Offerors are also required under this section to submit an estimate of the cost to relocate each Key Personnel proposed to be relocated to the Central Savannah River Area.

For each Key Personnel proposed, identify the individual's position, name, current salary, and basis for determining the employee's proposed total annual compensation. Include as an attachment to the cost proposal a copy of each employee's signed commitment letter showing the agreed upon salary and benefits package. Separately identify that portion of the employee's total compensation that is in excess of the proposed reimbursable amount. Note that Key Personnel compensation is subject to DOE limitations set forth in DOE policy on executive compensation and the ceiling established by the Office of Federal Procurement Policy (OFPP) under "Determination of Executive Compensation Benchmark Amount Pursuant to Section 39 OFPP Act (41 U.S.C 435), as amended."

The cost of relocating Key Personnel, whether incurred during or after the transition period, is to be included as a Key Personnel cost and not as a Transition cost. Provide a schedule showing total relocation costs by type of cost (i.e., closing costs on old residence, house-hunting) for each Key Personnel proposed to be relocated to the Central Savannah River Area (CSRA). Submit a copy of the company's policy for reimbursement of relocation costs. Travel and relocation expenses will be subject to applicable FAR limitations unless the corporate policy is less.

(2) Fee

For the Contract's Base and Option Periods, the Offeror shall propose a maximum available fee by completing the table below and including the completed table in the Offeror's Volume III cost proposal. In accordance with the limitations and instructions set forth in Section L-3(f)(1), the Offeror's proposed maximum available fee shall be incorporated in Section B-2 of the Contract.

Schedule of Proposed Fees		
Contract Period	Maximum Fee	Proposed Fee
Base Period		
01/01/08 – 06/30/08 (fixed fee)	\$7,650,609	
07/01/08 – 12/31/08	\$25,177,390	
01/01/09 – 12/31/09	\$50,354,780	
01/01/10 – 12/31/10	\$50,354,780	
01/01/11 – 12/31/11	\$50,354,780	
01/01/12 – 12/31/12	\$50,354,780	
Option Period		
01/01/13 – 12/31/13	\$50,354,780	
01/01/14 – 12/31/14	\$50,354,780	
01/01/15 – 12/31/15	\$50,354,780	
01/01/16 – 12/31/16	\$50,354,780	

01/01/17 – 12/31/17	\$50,354,780	
Total Fixed/Maximum Available Fees	\$486,021,019	

Note: An Offeror may propose the amount of annual fee it deems reasonable, up to but not exceeding, the maximum annual fee set forth in the solicitation. Offerors are directed to Sections M-2(g) and M-3 of the solicitation for an explanation on how fee will be evaluated in the competition.

L-6 DEAR 970.5209-1 REQUIREMENT FOR GUARANTEE OF PERFORMANCE (DEC 2000)

The successful Offeror is required by other provisions of this solicitation to organize a dedicated corporate entity to carry out the work under the contract to be awarded as a result of this solicitation. The successful Offeror will be required, as part of the determination of responsibility of the newly organized, dedicated corporate entity and as a condition of the award of the contract to that entity, to furnish a guarantee of that entity's performance. That guarantee of performance must be satisfactory in all respects to the Department of Energy.

L-7 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An Offeror may obtain a DUNS number:
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com> or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The Offeror should be prepared to provide the following information:
 - (i) Company legal business name.

- (ii) Trade style, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

L-8 TIME, DATE, AND PLACE OFFERS AND PROPOSAL INFORMATION ARE DUE

- (a) Offers and Proposal Information are due at the time and date identified on the SF 33 "Solicitation, Offer and Award" (Page 1 of the RFP), Block 9. (CAUTION: See provision at FAR 52.215-1 describing treatment of late submissions, modifications, and withdrawals of proposals.) Proposals must be postmarked by the required submission date specified on the SF33.
- (b) Mailed hard copies of Offers and Proposal Information shall be marked as follows:

FROM: _____

MAIL TO: U S. Department of Energy
ATTN: Angela Sistrunk-Morton
Source Evaluation Board
151 Corporate Parkway, Suite B
Aiken, SC 29803
SOLICITATION NO. DE-RP09-06SR22470

If the Offeror elects to forward the Offer and the Proposal Information by means other than the U.S. Mail, it assumes the full responsibility of ensuring that the Offer is received at the place and by the date and time specified in this solicitation. All proposals are due NO LATER THAN **4:00 PM Eastern Daylight Savings Time on May 23, 2007**

- (d) Hand Carried/Overnight Delivery hard copies of Offers and Proposal Information shall be marked as follows:

FROM: _____

HAND CARRY OR OVERNIGHT DELIVERY TO:

U. S. Department of Energy
Savannah River Operations Office
ATTN: Angela Sistrunk-Morton
151 Corporate Parkway, Suite B
Aiken, SC 29803

SOLICITATION NO. DE-RP09-06SR22470

Hand carried or overnight package(s) must be delivered between 8:00 a.m. and 4:00 p.m. on Federal workdays. Delivery to any other location than that specified herein is unacceptable. All proposals are due NO LATER THAN **4:00 PM Eastern Daylight Savings Time on May 23, 2007.**

L-9 OFFER ACCEPTANCE PERIOD

The minimum offer acceptance period is 240 calendar days after the required date for receipt of Offers. Block 12 of the SF 33 "Solicitation, Offer, and Award" does not apply.

**L-10 DEAR 952.211-70 PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY)
(JUN 1996)**

Contracts or purchase orders awarded as a result of this solicitation shall be assigned a [X] DO-Rating; [] DX-Rating; and certified for national defense use in accordance with the Defense Priorities and Allocations System (DPAS) regulation (15 CFR Part 700).

L-11 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost-plus award fee, performance-based management and operating contract resulting from this solicitation.

L-12 RESERVED

**L-13 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE
REVIEW (FEB 1999)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a pre-award compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP) unless, within the

preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L-14 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996) as modified by DEAR 952.233-2

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer
U S. Department of Energy
Savannah River Operations Office
P. O. Box 339
New Ellenton, SC 29809

Telephone: (803) 952-9236
Facsimile: (803) 725-1206

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the GAO shall be furnished to the following address within the time period described in paragraph (b) of this clause:

U.S. Department of Energy
Assistant General Counsel for Procurement
and Financial Assistance (GC-61)
1000 Independence Avenue, S.W.
Washington, DC 20585

Facsimile: (202) 586-4546.

L-15 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in DEAR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the CO prior to filing a protest.

L-16 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

- (a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective Offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant

to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the CO for this procurement.

- (b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L-17 RESERVED

L-18 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED)

This acquisition is unrestricted and contains no set-aside provisions.

L-19 NUMBER OF CONTRACT AWARDS RESULTING FROM THIS SOLICITATION

One contract award will result from this solicitation.

L-20 CONTENT OF RESULTING CONTRACT

Any Contract awarded as a result of this solicitation will contain Part I – The Schedule, Part II – Contract Clauses, Part III, Section J – List of Documents, Exhibits and Other Attachments.

L-21 ALTERNATE OFFERS

Alternate offers are not solicited and will not be evaluated.

L-22 FALSE STATEMENTS

Offers and Proposal Information must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements therein is prescribed in 18 U.S.C. 1001.

L-23 EXPENSES RELATED TO OFFER AND OTHER WRITTEN AND ORAL INFORMATION

This solicitation does not commit the Government to pay any costs incurred in the submission of any offer and other written and oral information, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L-24 ELECTRONIC MEDIA – SOLICITATION AND AMENDMENT DISTRIBUTION

- (a) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used and will be the sole method used for distributing the solicitation and amendments thereto to the public. The solicitation and any amendments will be posted on the DOE's Internet Website at: <http://professionals.pr.doe.gov/srs/> and www.e-center.doe.gov
- (b) The above electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties will need to maintain continual surveillance of the above Website to remain abreast of the latest available information; thus, Offerors and other interested parties are encouraged to utilize the above Website's "Subscription" feature.
- (c) No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

L-25 AVAILABILITY OF REFERENCED DOCUMENTS AND ORGANIZATIONAL INTERNET URL ADDRESS INFORMATION

- (a) The DOE has established a Website that contains various available reference documents and other organizational Websites of interest for the Offeror's information and use in connection with preparing an Offer under this solicitation. Such documents/information can be accessed from links at the solicitation Website at: <http://professionals.pr.doe.gov/srs/>, or <http://e-center.doe.gov>
- (b) Offerors are cautioned that the information, reference documents and organizational Websites contained in the above URL address are not, nor was it intended to be, all-inclusive. Offerors are strongly urged to perform their own additional research using these and other available sources.

L-26 NON-FEDERAL PERSONNEL SUPPORT

Offerors are advised that DOE Contractor personnel may assist the Government during the Government's evaluation of proposals. These persons shall be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to provide specific technical advice on specialized matters or on particular problems. These individuals will be required to protect the confidentiality of any specifically identified trade secrets and/or privileged or confidential commercial or financial information obtained as a result of their participation in this evaluation. They shall be expressly prohibited from scoring, ranking, or recommending the selection of a source.

L-27 RESPONSIBLE PROSPECTIVE CONTRACTORS

- (a) The general and additional minimum standards for responsible prospective Contractors set forth at 48 CFR 9.1 and 48 CFR 909.1 apply.
- (b) DOE may conduct pre-award surveys in accordance with 48 CFR 9.106 and may solicit from available sources, relevant information concerning the Offeror's record of past performance, and use such information in making determinations of prospective Offeror responsibility.

L-28 DISPOSITION OF OFFERS AND PROPOSAL INFORMATION

Proposals or bids will not be returned, except for timely withdrawals. Proposals not required for official record retention will be destroyed. Drawings, specifications, and other documents supplied with the solicitation may be retained by the Offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

L-29 RESTRICTIONS ON OFFEROR CONTACTS WITH EMPLOYEES OF INCUMBENT CONTRACTOR

No on-site contacts of any kind with employees of the current incumbent contractor are permitted related to this solicitation. Contacts with employees regarding future employment are permitted; however, such contacts and interviews must take place outside the normal working hours of such employees and at off-site locations.

L-30 RESERVED

L-31 CENTRAL CONTRACTOR REGISTRATION REQUIREMENTS

The Offeror's attention is directed to the requirements of the clauses in Section I entitled, FAR 52.232-33 "Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003)" and FAR 52.204-7 "Central Contractor Registration (CCR)." FAR 52.204-7 states in part:

"(b)(1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation."

"(d) If the Offeror does not become registered in the CCR database in the time prescribed by the CO, the CO will proceed to award to the next otherwise successful registered Offeror."

"(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider

applying for registration immediately upon receipt of this solicitation.”

L-32 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.
- (b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

L-33 CLASSIFIED MATERIAL

Some performance under the proposed contract will involve access to classified material. Therefore, the Offeror will be required to obtain necessary security clearances for personnel who will have access to classified material. Security clearances will only be requested for employees of the successful Offeror during the transition period.

L-34 DEAR 952.219-70 DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000)

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist firms certified under section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protégé firms will develop and submit “lessons learned” evaluations to DOE at the conclusion of the contract. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact DOE’s Office of Small and Disadvantaged Business Utilization.

L-35 RESERVED

L-36 RESERVED

L-37 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held because DOE held a pre-solicitation conference and issued a draft solicitation with an appropriate length of public comment period to seek input from industry, Offerors, and interested individuals.

L-38 QUESTIONS ON SOLICITATION

All questions concerning this solicitation shall be submitted electronically through the "Submit Question" feature of IIPS at <http://e-center.doe.gov>. The Government requests that this process be used rather than letters, emails, or phone calls. It is requested that all questions on the RFP be submitted no later than April 23, 2007. Questions submitted after this date may not be answered and may not be a basis for amending this Solicitation. Responses, if appropriate, will be posted to the SR Acquisition Web Site. The SR Acquisition Web Site is at <http://professionals.pr.doe.gov/srs/>.

L-39 INTENT TO PROPOSE

Offerors intending to submit an offer in response to this RFP, should complete the information in the Intention to Propose Form (see Section L, Attachment C) and submit by facsimile to Angela Sistrunk-Morton, CO, at 803-725-1206 no later than April 9, 2007. Any response does not commit or restrict interested parties in any way regarding their future participation in this process.

L-40 FACILITY CLEARANCE AND DISCLOSURE OF FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE

The Contractor shall obtain a Facility Clearance and provide foreign ownership, control, or influence (FOCI) information to DOE. Refer to Section K, item 2, for instructions on information required to be submitted with the Offeror's proposal submission. An SF 328 is attached to Section K as Item 8. A contract award may not be made unless the information required by DEAR 952.204-73 is provided and the CO has made a positive determination of FOCI in accordance with DEAR 904.7004.

L-41 LIST OF ATTACHMENTS TO SECTION L

<u>Attachment</u>	<u>Title</u>
A	Performance Guarantee Agreement
B	Small Business Subcontracting Plan Model
C	Intent to Propose
D	1. Past Performance Information Form 2. Socio-economic Past Performance Information Form 3. Past Performance Questionnaire 4. Past Performance Cover Letter
E	Discretionary Incumbent Management Positions

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION L - Attachment A

PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-AC09-06SR22470 for the management and operation of the Savannah River Site (the "Contract") dated _____, by and between the Government and _____ (Contractor), the undersigned, _____ (Guarantor), a corporation incorporated in the State of _____ with its principal place of business at _____ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this

Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on (date)

_____.

NAME OF CORPORATION

NAME AND POSITION OF OFFICIAL
EXECUTING PERFORMANCE GUARANTEE
AGREEMENT ON BEHALF OF GUARANTOR

ATTESTATION INCLUDING APPLICATION
OF SEAL BY AN OFFICIAL OF GUARANTOR
AUTHORIZED TO AFFIX CORPORATE SEAL

PART IV- REPRESENTATIONS AND INSTRUCTIONS**SECTION L - ATTACHMENT B****SMALL BUSINESS SUBCONTRACTING PLAN MODEL**

Federal Acquisition Regulation (FAR), paragraph 19.708 (b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may cause a delay in plan review and approval. The use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

MODEL SUBCONTRACTING PLAN OUTLINE

Contractor: _____

Address: _____

Solicitation Number: DE-RP09-06SR22470

Item/Service: Management and Operation of the Savannah River Site

Amount of Contract for FY08 (January 1, 2008, through September 30, 2008,, partial year) through December 31, 2012: Estimated \$ _____

Period of Contract Performance: _____

Type of Plan (Check One)

- _____ Individual Plan (All elements developed specifically for this contract and applicable for the full term of this contract.)
- _____ Master Plan (Goals developed for this contract; all other elements standard; must be renewed every three years.) [See FAR 52.219-9(f)(1)-(3)].
- _____ Commercial Plan (Contractor sells large quantities of off-the-shelf commercial items to many Government agencies. Plans/goals are negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during the year for which it is approved. The Contractor must provide a copy of the lead agency approval). [See FAR 19.704(d) and 52.219-9(g)].

I. Goals

The Contractor shall submit its proposed subcontracting goals each fiscal year during the term of this contract, or by such later date as authorized in writing by the CO. This submittal shall include goals for Small Business concern (SB), Veteran-owned Small Business concern (VOSB), Service-disabled Veteran-owned Small Business concern (SDVOSB), HUBZone Small Business concern (HubSB), Small Disadvantaged Business concern (SDB), and Women-owned Small Business concern (WOSB). The established goals will be incorporated into this plan by letter and will not require contract modification.

The proposed goals shall be based upon an established percentage of estimated commercial purchases, including those for Large Business concerns (LB), which will be derived from the current fiscal year budget. Goals may be changed within the first six months of each fiscal year with the approval of the CO. Goals for the utilization of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB subcontractors shall be submitted as follows unless otherwise required by the CO.

The goals shall be expressed in both dollars and percentages for LB, SB, VOSB, SDVOSB, HubSB, SDB, and WOSB.

A. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract period Year One. For each year of performance, revised goals will be negotiated and included in the contract by modification.

1. The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is * \$ TBD-AA (100%)

a. LB Concerns. Total estimated dollar value and percent of planned subcontracting with large businesses (all business concerns classified as “other than small”) (% of 1. above): * \$ TBD-AA and TBD-AA %.

*** TBD-AA: To Be Determined After Award**

b. SB Concerns. Total estimated dollar value and percent of planned subcontracting with small businesses (include SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns) (% of 1. above): * \$ TBD-AA and TBD-AA %.

c. VOSB Concerns. Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses (% of 1. above): * \$ TBD-AA and TBD-AA %. This amount is included in the amount shown under A.1.b, above, as a subset.

- d. SDVOSB Concerns. Total estimated dollar value and percent of planned subcontracting with service-disabled veteran-owned small businesses (% of 1. above): * \$ TBD-AA and TBD-AA %. This amount is included in the amount shown under A.1.b, above, as a subset.
- e. HubSB Concerns. Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (% of 1. above): * \$ TBD-AA and TBD-AA %. This amount is included in the amount shown under A.1.b, above, as a subset.
- f. SDB Concerns. Total estimated dollar value and percent of planned subcontracting with small disadvantaged businesses (% of 1. above): * \$ TBD-AA and TBD-AA %. This amount is included in the amount shown under A.1.b, above, as a subset.
- g. WOSB Concerns. Total estimated dollar value and percent of planned subcontracting with small women-owned businesses (% of 1. above): * \$ TBD-AA and TBD-AA %. This amount is included in the amount shown under A.1.b, above, as a subset.

*** TBD-AA: To Be Determined After Award**

- B. A description of all the types of products and/or services that will be acquired under this contract is necessary to determine how the subcontracted dollars are to be spent.
1. The following principal products and/or services will be subcontracted under this contract, and the types of businesses supplying them are as follows:

Subcontracted Product/Service	Business Size (Other, SB, VOSB, SDVOSB, SDB, HubSB, SDB, WOSB)	Subcontract % Description or Dollar Amount

(Attachment may be used if additional space is required.)

2. Include a description of the method used to develop the subcontracting goals for SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns; i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; how the areas to be subcontracted to SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns were determined; and how the capabilities of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB were determined. Include any

source lists used in the determination process.

3. Indirect costs []-have []-have not been included in the dollar and percentage subcontracting goals stated above. (Check one)
4. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns.

II. PROGRAM ADMINISTRATOR

The subcontracting plan is to be administered by the contractor to assure that the provisions of applicable Law and the plan are implemented and performed. Any change in the name of the program administrator will be communicated without delay to the CO by letter and will not require an immediate contract modification. Such change(s), if any, will be included in the next applicable supplemental agreement Contract modification.

The name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: _____

Title: _____

Address: _____

Telephone #: _____

Facsimile #: _____

E-Mail: _____

Duties: Has general overall responsibility for the contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. The actual duties of how the administrator will carry out the requirements of this individual plan should be stated here.

These duties may include, but are not limited to, the following activities:

- Developing and maintaining bidders lists of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns from as many sources as possible.
- Ensuring that procurement packages are structured to permit participation of SB,

VOSB, SDVOSB, HubSB, SDB, and WOSB concerns to the maximum extent possible.

- Ensuring inclusion of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns whose capabilities coincide with solicitations requiring their products or services.
- Reviewing solicitations to identify and remove any statements, clauses, etc., which may restrict or prohibit participation of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns.
- Ensuring that proper documentation provided by bid proposal board if selection not made to SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concern that provided low bid.
- Ensure establishment and maintenance of records of solicitations and subcontract award activity.
- Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- Monitoring achievement of proposed goals.
- Preparing and submitting semi-annual and annual subcontract reports.
- Coordinating contractor's activities prior to and during conduct of Federal agency compliance reviews.
- Other duties include:

III. EQUITABLE OPPORTUNITIES AND OUTREACH EFFORTS

Describe efforts the Offeror will make to ensure that SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns will have an equitable opportunity to compete for and secure subcontracts. These efforts may include, but are not limited to, the following activities:

A. Outreach efforts to obtain sources:

1. Contacting minority and small business trade associations;
2. Contacting business development organizations;

3. Attending small and minority business procurement conferences and trade fairs;
4. Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (PRO-Net), Central Contractor Registration (CCR);
5. Utilizing newspapers and magazine ads to encourage new sources.
6. Other participation in efforts or activities to expand the socioeconomic database for this contract.
7. Utilizing book references, catalogs, source lists, or other reference material to identify SB, VOSB, SDVOSB, HubSB, SDB, and WOSB sources before the acquisitions are placed by the buying activities.
8. Additional Efforts _____

B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs on requirements of this plan;
2. Establishing, maintaining, and using SB, VOSB, SDVOSB, HubSB, SDB, and WOSB source lists, guides, and other data for soliciting subcontracts;
3. Monitoring activities to evaluate compliance with the subcontracting plan; and
4. Additional Efforts _____

IV. SUBCONTRACTING PLAN FLOWDOWN

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, which receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9 "Small Business Subcontracting Plan" (FAR 19.704). The prime contractor cannot alter this requirement.

V. REPORTS AND SURVEYS

The contractor gives assurance of:

- A. Cooperation in any studies or surveys that may be required by the contracting agency, or the U.S. Small Business Administration (SBA).

- B. Submission of periodic reports, which show compliance with the subcontracting plan.
- C. Submission of SF 294, "Subcontracting Report for Individual Contracts," and SF 295, "Summary Subcontract Report," in writing, in accordance with the instructions on the forms. Once the Government's Electronic Subcontract Reporting Systems (eSRS) becomes operational, the Contractor shall submit the SF 294 and SF 295 reports electronically to a single, government wide system, which can be accessed at the following website: www.esrs.gov. The eSRS is a single reporting tool for all subcontracting plan accomplishments, will streamline the reporting process, and provide the Government with immediate access to the Contractor's subcontracting data. The Contractor shall be responsible for inputting accurate and complete reports into the eSRS. Contractor reporting of SF 294 and SF 295 accomplishments using the eSRS will commence upon receipt of written notification from the CO's Representative.
- D. Ensuring that large business subcontractors with subcontracting plans agree to submit SF 294 and SF 295, version 10/2001 or any other version as determined necessary by the CO to comply with DOE internal procedures/practices.

Reporting Period	Report Due	Due Date
October 1 – March 31	SF 294	April 30 th
April 1 – September 30	SF 294	October 30 th
October 1 – March 31	SF 295	April 30 th
October 1 – September 30	SF 295	October 30 th

Addresses for submitting SF 294 and SF 295: The completed original written reports shall be submitted to (1) the cognizant CO elsewhere identified in the contract and (2) a courtesy copy to the cognizant SBA Procurement Center Representative.

VI. RECORDS AND PROCEDURES

The following is a recitation of the types of records and procedures the contractor will maintain to demonstrate compliance with the requirements and goals in the subcontracting plan. These records will include, but are not limited to the following:

- A. If the prime contractor is not using PRO-Net as its source for SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns, list the names of guides and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate SB, VOSB, SDVOSB, HubSB, SDB, and WOSB sources;
- C. On a contract-by-contract basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating whether SB, VOSB, SDVOSB, 8(a)SB, SDB, and WOSB concerns were solicited, and if not, why not; and if applicable, the reason that the award was not made to a small business concern;

- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities subcontract award data including the name, address, and business size of each subcontractor (this item is not required on a contract-by-contract basis for company or division-wide commercial plans);
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address, and the business size of each subcontractor (this item is not required on a contract-by-contract basis for company or division-wide commercial plans); and
- G. Additional Records:

This subcontracting plan was submitted by:

Signed: _____

Typed Name: _____

Title: _____

Date: _____

Phone No.: _____

PLAN ACCEPTED BY: _____

Contracting Officer

Date: _____

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION L – ATTACHMENT C

INTENT TO PROPOSE

SOLICIATION NUMBER: DE-RP09-06SR22470

☐ We do intend to submit a proposal or bid.

☐ We do not intend to submit a proposal or bid for the following reasons:

Typed or printed Name:_____

Title:_____

Date:_____

Name and address of firm or organization (including Zip Code):

NOTE: Unless otherwise stated in the solicitation, no other solicitation material should be returned if you do not intend to submit a proposal/bid.

Mail or Fax To:

Angela Sistrunk-Morton
Contracting Officer
U. S. Department of Energy
Savannah River Operations Office
P.O Box 339
New Ellenton, SC 29809
Facsimile: (803) 725-1206

PART IV- REPRESENTATIONS AND INSTRUCTIONS**SECTION L – ATTACHMENT D****PART 1****Past Performance Information Form for (Name of Company/Offeror)**

1. Complete Name of Customer	
2. Current Customer Address and Telephone Number	
3. Contract Number and Type of Contract	4. Date of Contract Award
5. Date Work Commenced	6. Date Work Ended
7. Initial Contract Price/Cost and Fee	8. Final Amount Invoiced/Amount Invoiced to Date
9a. Technical Point of Contact (include address and telephone number)	9b. Contracting Point of Contact (include address and telephone number)
10. Activity Title	
11. Description of Activity and Relevancy	
12. Description of Problems and Conflicts Encountered	
13. Current Status of Contract (choose one) <input type="checkbox"/> Work Continuing, On Schedule <input type="checkbox"/> Work Continuing, Behind Schedule <input type="checkbox"/> Work Completed, Litigation Pending or Underway <input type="checkbox"/> Work Completed, No further Action Pending or Underway <input type="checkbox"/> Work Completed, Routine Administrative Action Pending or Underway <input type="checkbox"/> Terminated for Convenience <input type="checkbox"/> Terminated for Default <input type="checkbox"/> Other (explain):	

14. ES&H Performance Per Year (2001, 2002, 2003, 2004, 2005, and 2006)
a. Workplace Fatalities (number per year)
b. Total Recordable Case (TRC) Rate (number of cases per 200,000 hours worked)
c. Days Away, Restricted, or Transferred (DART) Days Rate (number of days per 200,000 hours worked)
d. DART Case Rate (number of cases per 200,000 hours worked)
e. Fire Loss Statistics (\$dollars/year)
f. Average annual worker radiation effective dose equivalent
g. Identify all regulatory agencies, with specific points of contact/phone numbers, responsible for oversight waste management permits, environmental activities, nuclear safety, worker safety, and radiological control activities.
h. Identify any notices of violations, enforcement actions or letters, compliance orders, consent decrees or agreements, or deficiencies, including any fines and penalties (civil and/or criminal).
i. Indicate the current status, including the actual or proposed resolution, of any regulatory compliance actions.
j. Identify any awards, honors, recognition or notable achievements related to ES&H program performance.

If more space is needed for item 14, attach additional pages.

Item 14 is not within the 200 page limitation of Volume II.

PART IV- REPRESENTATIONS AND INSTRUCTIONS

Section L – Attachment D

Part 2

Socio-Economic Past Performance Information Form for (Name of Company/Offeror)

Identify the five (5) largest Government contracts held by each large business during the previous three (3) years up to the present:

Identify the socio-economic goals for each contract, and the business' achievements against the goals:

If goals were not achieved, describe the bases/assumptions in establishing the goals and an explanation as to why the goals were not achieved:

Government Contact and Phone Number:

PART IV- REPRESENTATIONS AND INSTRUCTIONS**Section L – Attachment D****Part 3****Past Performance Questionnaire for _____****Respondent: Please fill in the following table:**

1. Complete Name of Responder and Company
2. Company Address, Telephone Number and Facsimile Number (w/Area Code)
3. Contract Number and Type of Contract
4. Signature

Please use the following definitions to provide your ratings:

4 = Outstanding	Performance was substantially and consistently above contract requirements. Contractor displayed an overall superior understanding of contract requirements, and used innovative approaches leading to enhanced performance.
3 = Good	Performance was above minimum contract requirements. Contractor displayed a thorough understanding of contract requirements.
2 = Satisfactory	Performance met minimum contract requirements.
1 = Marginal	Performance was below minimum contract requirements. Contractor displayed a lack of thorough understanding of contract requirements in one or more significant performance areas.
0 = Unsatisfactory	Completely failed to meet the minimum contract requirements. Contractor displayed a total lack of understanding of contract requirements.
NA = Not Applicable	
DK = Don't Know	No knowledge available to rate this question.

For any rating(s) less than 2, please attach an explanatory narrative. We greatly appreciate your time and assistance in completing this questionnaire.

[Page 1 of 2 Pages]

Past Performance Questionnaire for _____**Respondent** _____

1. Did the contractor adhere to contract delivery schedules/response times/cost estimates/budgets?	[0] [1] [2] [3] [4] [NA] [DK]
2. Did the contractor utilize an effective project management system that included planning, budgeting, status tracking, cost reporting, baseline management, critical path analysis, and work breakdown structure?	[0] [1] [2] [3] [4] [NA] [DK]
3. Was there a positive or negative trend in contract performance (“0” would be a very negative trend, “4” would be a very positive trend)	[0] [1] [2] [3] [4] [NA] [DK]
4. Did the contractor demonstrate the ability to integrate activities with other contractors on multiple contractor programs?	[0] [1] [2] [3] [4] [NA] [DK]
5. Was the Statement of Work executed effectively by the contractor in a consistently high quality manner?	[0] [1] [2] [3] [4] [NA] [DK]
6. Was the contractor successful in recruiting and retaining strong, well-qualified key personnel?	[0] [1] [2] [3] [4] [NA] [DK]
7. Was the contractor’s Environment (al) Safety & Health (ES&H) program in compliance with contract requirements and protective of workers, public, and the environment?	[0] [1] [2] [3] [4] [NA] [DK]
8. Was the contractor effective in subcontract management?	[0] [1] [2] [3] [4] [NA] [DK]
9. Did the contractor provide an effective and efficient transition from the previous contractor, including effectively managing human relations and labor issues?	[0] [1] [2] [3] [4] [NA] [DK]
10. Did the contractor effectively manage regulatory compliance programs and regulatory interfaces?	[0] [1] [2] [3] [4] [NA] [DK]
11. Did the contractor’s corporate office effectively support your contract?	[0] [1] [2] [3] [4] [NA] [DK]
12. Did the contractor develop and implement an effective quality assurance program?	[0] [1] [2] [3] [4] [NA] [DK]
13. Did the contractor effectively implement human resources requirements and manage labor relations to minimize work disruptions?	[0] [1] [2] [3] [4] [NA] [DK]
14. Was the contractor effective in working with organized labor, community groups, media, and other stakeholders?	[0] [1] [2] [3] [4] [NA] [DK]
15. Was the contractor effective in identifying, evaluating, communicating, and mitigating risks?	[0] [1] [2] [3] [4] [NA] [DK]
16. Provide an overall assessment of the contractor’s performance.	[0] [1] [2] [3] [4]
17. Would you hire this Company again?	[] Yes [] No

[Page 2 of 2 Pages]

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION L – ATTACHMENT D

PART 4

Past Performance Cover Letter for _____

Dear "Client":

We are currently responding to the Department of Energy Request for Proposal No. DE-RP09-06SR22470 for the management and operation of the Savannah River Site.

The solicitation places significant emphasis on past performance as a source selection factor. In addition to requesting the attached Questionnaire be completed, they are requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries. We have identified Mr./Ms. _____ of your organization as the point of contact based on their knowledge concerning our work.

We would appreciate you filling out the attached Questionnaire and returning it directly to the Department of Energy at the following address no later than _____.

Angela Sistrunk-Morton
Contracting Officer
U. S. Department of Energy
Savannah River Operations Office
P.O Box 339
New Ellenton, SC 29809

The following statement should appear on the outside of the envelope:

TO BE OPENED BY ADDRESSEE ONLY
CONTAINS SOURCE SELECTION INFORMATION UNDER
SOLICITATION NO. DE-RP09-06SR22470

Or you may fax it to: (803) 725-1206.

Your cooperation is appreciated. Any questions may be directed to: _____.

Sincerely,

PART IV- REPRESENTATIONS AND INSTRUCTIONS**SECTION L – Attachment E****DISCRETIONARY INCUMBENT MANAGEMENT POSITIONS**

Current as of 03/13/07

Job Title	Organization Title
President, Washington Savannah River Company	Washington Savannah River Company
Director, Projects, Design & Construction Services	Washington Savannah River Company
Executive Vice President	Washington Savannah River Company
Executive Vice President	Washington Savannah River Company
Chief Operating Officer, Operations Business Unit	Washington Savannah River Company
Laboratory Director, Savannah River National Laboratory	Washington Savannah River Company
Manager, M&O Operations	M&O Organization
Chief Financial Officer	Washington Savannah River Company
Vice President and General Counsel	Washington Savannah River Company
Director, Human Resource Services	Washington Savannah River Company
Director, Internal Oversight	Washington Savannah River Company
Director Public Affairs	Washington Savannah River Company
Manager, FB-Line Facility Project	H-Area Material Disposition
Manager, Site Deactivation & Decommissioning	Management & Operations Organization
Manager, Solid Waste & Infrastructure	Management & Operations Organization
Manager, Nuclear Materials Management Project	Management & Operations Organization
Manager, Defense Programs	Management & Operations Organization
Manager, Nuclear Nonproliferation Program	Management & Operations Organization
Manager, Closure Business Unit Business Management	Management & Operations Organization
Deputy Manager, Soil & Groundwater Closure Projects	Management & Operations Organization
Manager, Site Infrastructure & Services	Management & Operations Organization
Manager, Safeguards, Security & Emergency Services	Management & Operations Organization
Manager, Closure Business Unit Engineering and Quality Assurance	Management & Operations Organization
Manager, Laboratories	Management & Operations Organization
Business Manager, Field Support Services Business Unit	Management & Operations Organization
Manager, Strategic Planning/Mission Integration	Savannah River National Laboratory
Manager, Soil and Groundwater Closure Project Engineering & Technology	Soil and Groundwater Closure Project – Area Project Manager
Manager, Engineering Department	Engineering & Regulatory Program
Business Manager, Savannah River National Laboratory	Savannah River National Laboratory
Manager, Research Operations	Savannah River National Laboratory
Director, Analytical Development	Savannah River National Laboratory
Manager, Immobilization Technology	Savannah River National Laboratory
Director, Materials Science & Tech	Savannah River National Laboratory
Deputy Laboratory Director, Research	Savannah River National Laboratory

Deputy Laboratory Director, Research Operations	Savannah River National Laboratory
Job Title	Organization Title
Manager, Measurement Technology	Strategic Systems & Analysis
Associate Laboratory Director, National Security	Savannah River National Laboratory
Manager, Waste Treatment Technology	Savannah River National Laboratory
Associate Laboratory Director, Environment & Process Technology	Savannah River National Laboratory
Director, Environmental Sciences & Biotechnology	Savannah River National Laboratory
Manager, Program Execution	Safeguards, Security & Emergency Services
Senior Project Manager	Project Operations
Senior Project Manager	Project Operations
Senior Project Manager	Liquid Waste Projects *
Manager, Projects Design & Construction Services Business Unit Quality Assurance	Project Design And Construction Business Unit
Manager, Engineering & Deputy Site Chief Engineer	Project Design And Construction Business Unit
Manager, Construction/Startup Services	Project Design And Construction Business Unit
Manager, Subcontractor Support Services	Procurement & Materials Management
Manager, Asset Management & Logistics	Procurement & Materials Management
Manager, Advanced Fuel Cycle Initiative Program	Nuclear Nonproliferation Program
Manager, Nuclear Materials Management Engineering	Nuclear Materials Management
Deputy Manager, Nuclear Materials Management	Nuclear Materials Management
Manager, HB Line Facility	H-Area Material Disposition
Manager, H-Area Projects	Material Disposition
Manager, Construction	Manager of Construction Department
Manager, Construction	Manager of Construction Department
Field Superintendent	Manager of Construction Department
Manager, Construction	Manager of Construction Department
Manager, Regional Labor Relations	Manager of Construction Department
Manager, Quality Assurance & Support	Public Affairs Division
Manager, Operations Evaluation	Internal Oversight
Deputy Manager, Site Infrastructure & Service	Infrastructure & Services
Manager, Compensation	Human Resources
Manager, Benefits	Human Resources
Manager, FB-Line Facility Project	H-Area Material Disposition
Manager, H Canyon Completion Project	H-Area Material Disposition
Deputy General Counsel	General Counsel
Associate General Counsel	General Counsel
Manager, Radiological Protection Service	Environment, Safety, & Health
Manager, Environmental Protection	Environment, Safety, & Health
Manager, NMSS Division Maintenance	Environment, Safety, & Health
Manager, Laboratories	M&O Organization
Manager, Hanford River Protection Project – Waste Treatment & Immobilization Plant	Environmental & Chemical Process Technology
Manager, Robotic/Remote & Specialty Equipment	Engineered Equipment & Systems
Manager, Instrumentation & Exam Systems	Engineered Equipment & Systems
Manager, Engineering	Deputy Site Chief Engineer
Manager, Engineering	Deputy Site Chief Engineer

Manager, Engineering	Deputy Site Chief Engineer
Manager, Defense Programs Business Management	Defense Programs
Job Title	Organization Title
Manager, Defense Programs Area Operations	Defense Programs
Chief Engineer, Defense Programs	Defense Programs
Manager, TEF Program/TPC Project	Defense Programs
Director, Information Technology	Liquid Waste Organization *
Manager, Procurement & Materials Management	Liquid Waste Organization *
Deputy Manager, Site Deactivation & Decommissioning	Closure
Manager, Site Utilities	Deputy Manager, ESH&QA
Controller, Project Design & Construction Services Business Unit	Chief Financial Officer & Site Business Manager
Controller, Operations Business Unit	Chief Financial Officer & Site Business Manager
Controller, SRNL	Chief Financial Officer & Site Business Manager
Manager, Business Integration	Chief Financial Officer & Site Business Manager
Manager, Finance/Core Business System Repl	Chief Financial Officer & Site Business Manager
Chief Engineer, Washington Savannah River Company	Liquid Waste Organization *
Manager, OBU Program Planning	Business Management
Manager, Materials Disposition Program	M&O Organization
Associate Lab Director, Energy Security	Savannah River National Laboratory
Manager, Process & Control Services	Technical and Quality Services
Manager, Nuclear Material Management Operations	Nuclear Nonproliferation Program
Manager, Site Program/Project Controls	Project Management Office & Program Integration
Manager, SRNL Defense Programs Technology	National & Homeland Security
Manager, Chemical Science & Technology	Environment & Chemical Process Technology
Manager, SWI Operations	H Disposition Project
Deputy Manager, H Material Disposition	H-Area Material Disposition
Manager, HB Line Facility	H-Area Material Disposition

* Although these employees are currently assigned within the Liquid Waste Organization they perform sitewide functions and are therefore characterized as Site M&O Corporate employees.

PART IV- REPRESENTATIONS AND INSTRUCTIONS**SECTION L – Attachment F****LIST OF ACRONYMS**

Acronym	Definition
ACO	Administrative Contracting Officer
ADAPT	Advanced Design and Production Technologies
ADR	Alternative Dispute Resolution
ARMs	Automated Reservoir Management System
ARP	Actinide Removal Process
BA	Budget Authority
BCP	Baseline Change Proposal
ben-val	Benefits Value Study
BLM	Bureau of Land Management
B&R	Budget and Resources
CAD	Computer Assisted Design
CAGE	Commercial and Government Entity
CAN	Contract Administrative Notice
CAS	Cost Accounting Standards
CBL	Commercial Bills of Lading
CCR	Central Contractor Registration
CD	Compact Disk
CDA	Contract Disputes Act
CIP	Compensation Increase Plan
CO	Contracting Officer
COR	Contracting Officer's Representative
CRADA	Cooperative Research and Development Agreement
CRPs	Cost Reduction Proposals
CSA	Compliance Schedule Approvals
D&D	Decontaminate and Decommission
DART	Days Away, Restricted, or on Job Transfer
DCAA	Defense Contract Audit Agency
DDA	Deliquification, Dissolution, and Adjustment
DEAR	Department of Energy Acquisition Regulation
DNFSB	Defense Nuclear Facilities Safety Board
DoD	Department of Defense
DOE	Department of Energy
DSW	Directed Stockpile Work
DUNS	Data Universal Numbering System
DVD	Digital Video Disk
DWPF	Defense Waste Processing Facility
ECP	Employee Concerns Program
EEO	Equal Employment Opportunity
EFT	Electronic Funds Transfer

Acronym	Definition
EM	Environmental Management
EPRI	Electric Power Research Institute
ERISA	Employee Retirement Income Security Act of 1974
ES&H	Environment, Safety, and Health
eSRS	Electronic Subcontract Reporting System
FAR	Federal Acquisition Regulation
FOCI	Foreign Ownership, Control or Influence
FRR	Foreign Research Reactor
FY	Fiscal Year
GAO	Government Accountability Office
GPP	General Plan Products
GRI	Gas Research Institute
GSA	General Services Administration
HEU	Highly Enriched Uranium
HUB	HUBZone small business
IBEW	International Brotherhood of Electrical Workers
IP	Internet Protocol
IPv6	Internet Protocol Version
IRC	Internal Revenue Code
IRSR	Integrated Review of Safety Requirement
ISMS	Integrated Safety Management System
IT	Information Technology
JWS	Joint Work Statement
LB	Large Business
LEPs	Life Extension Programs
LLCE	Limited Life Component Exchange
LPR	Legal Permanent Resident
LSP	Life Storage Program
LW	Liquid Waste
MCU	Modular Caustic Side Solvent Extraction Unit
MFFF	Mixed Oxide Fuel Fabrication Facility
MOX	Mixed Oxide
MS	Microsoft
MSDS	Material Safety Data Sheet
MT	Metric Tons
NAICS	North American Industry Classification System
NECA	National Electrical Contractors Association
NNSA	National Nuclear Security Administration
NOV	Notice(s) of Violation(s)
NRC	Nuclear Regulatory Commission
NWC	Nuclear Weapons Complex
OCI	Organizational Conflict of Interest
OFCCP	Office of Federal Contract Compliance Programs
ORCA	Online Representations and Certifications Application

Acronym	Definition
ORTA	Office of Research and Technology Applications
OSTI	Office of Scientific and Technical Information
PAAA	Price Anderson Amendments Act
PAP	Personnel Assurance Program
PCBs	Polychlorinated Biphenyls
PDCF	Pit Disassembly and Conversion Facility
PDO	Primary Directives Office
PEP	Project Execution Plan
PEMP	Performance Evaluation and Measurement Plan
PPIF	Past Performance Information Form
PRB	Post-Retirement Benefits
Pro-Net	Procurement Marketing and Access Network
R&D	Research and Development
RCRA	Resource Conservation and Recovery Act
RFA	Request for Approval
RFP	Request for Proposal
RTBF	Readiness in Technical Base and Facilities
RV	Relative Value
SAP	Special Access Program
SB	Small Business
SBA	Small Business Administration
scf	Standard Cubic Feet
SCI	Sensitive Compartmented Information
SDB	Small Disadvantaged Business
SDVOB	Service-Disabled/Veteran-Owned Small Business
SEB	Source Evaluation Board
SF	Standard Form
SLTs	Stockpile Laboratory Tests
SNM	Spent Nuclear Material
SOR	Systems of Records
SOW	Statement of Work
SR	Savannah River Operations Office
S/RID	Standards/Requirements Identification Document
SRNL	Savannah River National Laboratory
SRS	Savannah River Site
SRSO	Savannah River Site Office
SSO	Source Selection Official
SSPBIs	Super Stretch Performance Based Incentives
SWPF	Salt Waste Processing Facility
TBP	Technical Business Practice
TEF	Tritium Extraction Facility
TRCR	Total Recordable Case Rate
TVA	Tennessee Valley Authority
UCNI	Unclassified Controlled Nuclear Information

Acronym	Definition
UFA	User Facility Agreement
U.S.	United States
USPTO	United States Patent and Trademark Office
UST	Underground Storage Tank
WAN	Wide Area Network
WAPS	Waste Acceptance Product Specifications
WBS	Work Breakdown Structure
WFIS	Workforce Information System
WFO	Work for Others
WOSB	Women-Owned Small Business
WS&H	Worker Safety and Health
WSB	Waste Solidification Building